

54211

A. G. Contract No. KR89-0478-TRD  
ECS File: JPA-89-30  
Project: East Material Lab

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF PHOENIX

THIS AGREEMENT is entered into March 8, 1990,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and CITY  
OF PHOENIX, acting by and through its City Council (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 and City Charter Chapter 2 Section 2 to enter  
into this agreement and has by resolution, a copy of which is  
attached hereto and made a part hereof, resolved to enter into  
this agreement and has authorized the undersigned to execute  
this agreement on behalf of the City.

WHEREAS, the City desires to improve the area known as Phoenix  
Sky Harbor Center, and the existing District I - East Area  
Materials Laboratory, hereafter referred to as Laboratory, lies  
within the planned improvement area. The City desires to  
obtain the land upon which the Laboratory is situated. The  
State desires to relocate the Laboratory to a new facility  
furnished by the City in exchange for the State's land.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

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NO. 14588	
FILED WITH SECRETARY OF STATE	
Date Filed	3/8/90
<i>John S. [Signature]</i> Secretary of State	
By	<i>W. [Signature]</i>

II. SCOPE OF WORK

City will:

a. Design and construct, incorporating State requirements, a 2,900 square foot materials testing laboratory as shown on EXHIBIT "C", with suitable paved parking (approximately 15 spaces) and exterior landscaping.

b. Upon completion and acceptance, convey to State, City owned land particularly described as part of Lot 27, Block 7, Hollywood Heights, Book 6 of Maps, Page 18 M.C.R. as shown on EXHIBIT "A".

c. Provide survey and location data for both properties.

d. Provide an appraisal for the State's property and the City's property with the addition of the new building. The City's property value must equal or exceed the value of the State's property, or the difference must be paid to the State.

State will:

a. Review and comment, in writing, regarding City construction plans and specifications within 30 days of receipt thereof. Upon completion of construction and acceptance by State, convey to City unencumbered title that land particularly described as Part of Tract "C", Lot 1, Agner Subdivision M.C.R. as shown on EXHIBIT "B".

b. Bear all costs associated with any additions to the original requirements requested by State.

c. Not be responsible for any claims by the contractor as a result of faulty specifications or any other claims not attributable to State.

d. Furnish written acceptance of building as constructed within 15 days after completion, provided that the building has been constructed pursuant to reviewed specifications and the construction contract.

e. Vacate the Laboratory within 30 days after a Certificate of Occupancy is issued for the new laboratory.

f. Bear all costs associated with vacating the present facility and occupying the new laboratory.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said construction and exchange of unencumbered title as above outlined; except this agreement may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Engineering Consultants Services  
205 South 17 Avenue, Room 118E  
Phoenix, AZ 85007

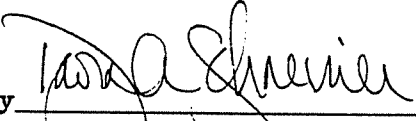
City of Phoenix  
Sky Harbor Center  
1 North First Street #700  
Phoenix, AZ 85004-2357

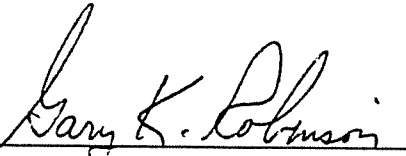
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

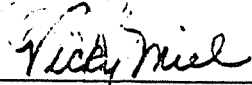
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal  
Corporation  
Marvin Andrews, City Manager


STATE OF ARIZONA  
Department of Transportation

By   
DAVID A. SCHREINER  
Assistant Director of  
Community and Economic Development

By   
GARY K. ROBINSON  
Chief Deputy State Engineer

Attest:   
City Clerk

2554j  
06FEB

  
CITY CLERK DEPT.  
1990 FEB 15 AM 9 44

ORDINANCE NO. S 18828

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR THE MUTUAL EXCHANGE OF REAL PROPERTY; AUTHORIZING THE CONVEYANCE OF CITY-OWNED REAL PROPERTY PURSUANT TO SUCH AGREEMENT; AUTHORIZING THE CONSTRUCTION OF A REPLACEMENT MATERIALS TESTING LABORATORY FACILITY FOR ADOT PURSUANT TO SUCH AGREEMENT; AUTHORIZING DISBURSEMENT OF FUNDS THEREFOR.

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BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager or his designee be, and they are hereby, authorized to execute an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) containing the following terms and conditions:

(a) The City will trade approximately 16,115 square feet of City-owned real property ("City Parcel"), described in Exhibit A attached hereto, for approximately 20,847 square feet of real property owned by ADOT ("State Parcel") described in Exhibit B attached hereto. The City Parcel shall be conveyed subject to Phoenix Sky Harbor Center Covenants, Conditions and Restrictions, Phoenix Sky Harbor Center Design Standards Manual and Sky Harbor Center Hazardous Materials Handling Guidelines.

(b) Prior to the exchange of property, City will construct upon the City Parcel a 2,900 sq. ft. materials testing laboratory ("the Facility") in accordance with specifications approved by ADOT. The building, landscaping and signage shall conform to Sky Harbor Center Design Guidelines.

(c) All bids received for the construction of the Facility shall be reviewed by ADOT. ADOT shall provide written confirmation to City of its agreement with the construction budget and the bid selected by City prior to acceptance of the bid. ADOT shall further agree to pay any construction costs incurred in excess of the construction budget.

(d) Such other terms and conditions as may be deemed necessary.

SECTION 2. That the City Manager or his designee be, and they are hereby, authorized to execute all documents necessary to implement the provisions of this ordinance.

SECTION 3. That the City Controller be, and he is hereby, authorized to disburse all necessary funds required by the IGA and any other documents executed pursuant to this ordinance.

PASSED by the Council of the City of Phoenix this  
04 day of October, 1989.

  
VICE MAYOR

ATTEST:

  
ACTING  
City Clerk

APPROVED AS TO FORM.

  
ACTING  
City Attorney

REVIEWED BY:

  
ASSISTANT  
City Manager

Ref.

CITY PARCEL

Portions of lots 23, 25, 27, Block 7, of the plat of Hollywood Heights recorded in Book 6, Page 18, Maricopa County Records, described as follows:

Commencing at the Center of Section 10, Township 1 North, Range 3 East, of the Gila and Salt River Meridian; thence N00°07'19"E 126.31 feet along the Mid Section line being the center line of 20th Street; thence S89°43'43"E 30.00 feet to the Point of Beginning, on the Easterly right of way line of said 20th Street; thence N00°07'19"E 303.10 feet parallel with and 30.00 feet East of said Mid Section line to a point that is 30.00 South of the center line of Jackson Street; thence S89°56'47"E 62.31 feet parallel with and 30.00 feet South of said center line to the West right of way of Interstate Highway Ten; thence S00°39'54"W 37.73 feet along said right of way to an aluminum cap in concrete; thence continuing S00°39'54"W 265.61 feet leaving said right of way, along the West line of a freeway access easement to the North line of the Southern Pacific Railroad right of way; thence N89°43'43"W 59.44 feet along said right of way to the Point of Beginning.

Containing 18458 square feet  
0.4237 Acres more or less.

EXHIBIT A

2 S 18828



STATE PARCEL

A parcel of land located in the south half of Section 15, Township 1 North, Range 3 East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

Commencing at the northwest corner of said Section 15, Township 1 North, Range 3 East thence S00°09'47"W 1968.47 feet to a brass cap and the centerline of Mohave Street; thence S89°44'48"E 2913.30 along said centerline to the west right of way, of Interstate Highway 10; thence along said right of way S04°57'54"W 390.70 feet; thence S03°18'46"W 169.20 feet; thence N89°39'10"W 30.04 feet; thence S03°18'46"W 115.00 feet; thence S89°39'10"E 30.04 feet; thence S03°18'46"W 61.88 feet to the Point of Beginning; thence continuing along said right of way S03°18'46"W 12.75 feet; thence S22°06'44"W 147.08 feet; thence along a tangent curve to the right 148.55 feet with a central angle of 12°34'24" and a radius of 676.94 feet; thence leaving said right of way N01°08'30"W 280.71 feet; thence S89°26'57"E 132.21 feet to the Point of Beginning.

EXHIBIT B

■ S18828

EXHIBIT "C"

A. Building Specifications

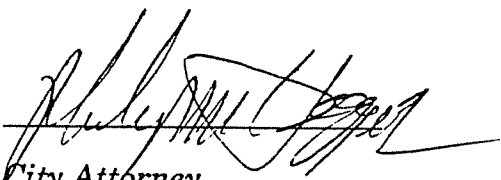
1. Slab to be 6"-8" reinforced concrete
  2. Walls to be CMU (cement masonry units)
  3. Roofing to be 3 course build up.
  4. Trusses to be TJI type wood trusses.
  5. Interior walls to be 5/8" fire code gypsum board on 2 1/2" and 3 5/8" metal studs.
  6. Air conditioning will be split system
  7. Ceiling to be 5/8" fire code gypsum drywall, 10' high.
  8. Insulation to be R-30 in ceiling and R-19 on exterior walls.
  9. Electrical service to be 200 AMP, 3 phase with 110 and 208 V outlets, as specified.
  10. Flooring will be allowance item of \$3,600.00.
  11. Floor base to be 4" rubber top set type throughout
  12. Alarm system and intercom to be allowance item of \$1,000.00 each.
  13. Doors and frames to be:
    - a. Interior, metal frames and pre-finished hollow core door.
    - b. Exterior frames to be metal with metal clad doors.
- B. All fees, permits architectural and engineering costs are included.
- C. Sand Traps - 500-1000 gallons
- D. Perimeter fencing.
- E. Sewer system per City code.
- F. Plumbing as specified.
- G. Wired for Telephone.
- H. Double gate in fence.

JPA 89-30

APPROVAL OF THE CITY ATTORNEY

*I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.*

DATED this 26th day of February, 1990.

  
ACTING City Attorney

1979j



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR89-0478-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27<sup>th</sup> day of February, 1990.

ROBERT K. CORBIN  
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Kellogg", is written over a horizontal line.

Assistant Attorney General  
Transportation Division